

GENERAL PROVISIONS

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SAN ANTONIO WATER COMPANY
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Revised: 3/2/2012

“TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS”

The Standard Specifications for the San Antonio Water Company shall be the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1997 EDITION** (sometimes hereinafter referred to as the *Green Book*), written and promulgated by the Southern California Chapter, American Public Works Association, and Southern California Districts Associated General Contractors of California Joint Cooperative Committee, including all published amendments thereto except for the following amendments, deletions and modifications.

Any conflict arising between these modifications and the Standard Specifications for Public Works Construction shall be resolved by the Engineer, whose decision shall be final.

Modifications to the Standard Specifications for Public Works Construction.

The following amendments, additions and deletions shall be incorporated into the *Green Book*:

1-2 Definitions.

Acceptance, Final Acceptance – The formal action by the Owner accepting the Work as being complete.

Accepted Bid – the bid (proposal) accepted by the Owner (**added**).

Agency - As used in the Standard Specifications shall be the Company (**amended**).

Board - The Board of Directors of the Agency (**amended**).

Company (or Owner) – The San Antonio Water Company, a stockholder Mutual Water Company and California Corporation, acting through its Board of Directors and General Manager.

County - County of San Bernardino (**added**).

Engineer - The General Manager of San Antonio Water Company or his authorized and designated employee or agent (**amended**).

Federal - United States of America (**added**).

Laboratory - The official testing laboratory of the San Antonio Water Company or other laboratories designated, in writing, by the Engineer (**added**).

Special Conditions – Modifications to Detailed Technical Provisions (**added**).

Street - Any dedicated right of way for public use as an avenue, highway, lane, alley, court, crossing or intersection (**added**).

Substantial Completion – That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended (**added**).

Written Notice – Any notice to any party of the Agreement relative to any part of this

Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work **(added)**.

1-3.3 Institutions.

ACI - American Concrete Institute **(added)**.

AISI - American Iron and Steel Institute **(added)**.

A.S.M.E. - The latest American Society of Mechanical Engineers **(added)**.

PCA - Portland Cement Association **(added)**.

SECTION 1-6 “REQUIREMENTS AND CONDITIONS”

A new **Section 1-6** hereby is **added** to Section 1 of the *Green Book*, as follows:

1-6.1 Availability of Plans and Specifications: Plans and specifications may be examined at the San Antonio Water Company. Copies of the Notice to Bidders and proposal forms may be obtained from the San Antonio Water Company.

1-6.2 Approximate Estimate: The quantities given in the Notice to Bidders, proposal and contract forms are approximate only, being given as a basis for the comparison of bids, and the Agency does not, expressly or by implication, agree that the actual amount of work will correspond therewith. For work bid on a lump sum price basis, any estimate of quantities is provided for the convenience of Bidders and for comparison of bids and is not guaranteed to be correct by the Agency.

1-6.3 Examination of Plans, Specifications and Site of the Work: The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications and contract forms therefor. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the plans and the contract.

The Bidder acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon the availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and all other matters which can in any way effect the work or the cost thereof under this contract.

The failure or omission of any Bidder to receive or examine any contract Document, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions then existing shall not relieve any bidder from obligations with respect to the bid or the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not at anytime after submission of the bid, dispute or assert that there were any misunderstandings in regard to the nature or amount of work.

1-6.4 Proposal Form: All proposals must be submitted on forms for that purpose furnished by the Company. Letters of transmittal cannot be considered as part of the bid. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the Bidder, who must give the Bidder's address. The Bidder shall fill out all blanks in the proposal form as therein required. In case of error, unit prices will govern over extensions and written words will govern over numerals, unless it can be established that an obviously incorrect entry has been made.

1-6.5 Rejection of Proposals Containing Alterations or Irregularities: Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. When proposals are signed by an agent, other than an officer or manager of a corporation or a member of a partnership, a power of attorney or written authorization must be on file with the Agency prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

1-6.6 Proposal Guaranty: All bids shall be presented in a sealed envelope and shall be accompanied by a "Proposal Guaranty" made payable to the Agency and for the amount equal to at least ten percent (10%) of the bid unless otherwise specified on the "Notice Inviting Sealed Bids or Proposals." Said guaranty shall be cash, an unconditional certified or cashier's check, or a bank or postal money order, or bid bond executed as surety by a corporation authorized to issue surety bonds in the State of California.

The check or bond of a Bidder to whom the Contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest Bidders will be returned when the Bidder to whom the Contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other Bidders will be returned when their proposals are rejected or in any event, at the expiration of sixty (60) days from the date of opening bids.

1-6.7 Withdrawal of Proposals: Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing executed by the Bidder or the Bidder's duly authorized representative, for the withdrawal of such bid is filed with the Agency. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid.

1-6.8 Disqualification of Bidders: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in this or future proposals. Proposals in which the prices are unbalanced may be rejected.

1-6.9 Competency of Bidders: Except as required by California Public Contract Code § 20103.5, prior to the submission of bids, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code of the State of California and evidence of such license shall be presented to the Engineer on request. The Engineer may require the Bidder to present satisfactory evidence that the Bidder has sufficient experience and is fully prepared with the necessary capital, materials, machinery and skilled workmen to carry out the contract.

1-6.10 Material Guaranty: Before any contract is awarded, Bidders may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

1-6.11 Progress Schedule: The successful Bidder shall submit a progress schedule showing thereon the time proposed to be occupied in prosecuting the various major divisions of the work and the proposed sequence of operations.

SECTION 2
“SCOPE AND CONTROL OF WORK”

Section 2-1 of the *Green Book* hereby is **amended** to read as follows:

2-1 Award and Execution of Contract

2-1.1 Consideration of Bids: Bids will be opened publicly by the Agency’s designated representative on the date and at the time set forth in the "Notice Inviting Sealed Bids or Proposals." The right is reserved by the Agency, by action of the Board, to reject any or all bids, to advertise for new proposals, to negotiate in the open market for a contract at a reasonable price, to purchase in the open market, or to have the work performed by Agency employees, or to abandon the work if, in the judgment of the Board, the best interests of the Agency will be promoted thereby.

2-1.2 Award of Contract: The award of the contract, if it were awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within forty-five (45) calendar days after the opening of the proposals unless otherwise specified in the “Notice to Bidders.”

All bids will be compared on the basis of the Agency's estimate of the quantities of work to be done.

2-1.3 Return of Proposal Guarantees: All proposal guarantees will be held by the Agency until the contract has been signed, after which they will be returned to the respective Bidders whose proposals they accompany. If bids are rejected, the proposal guarantees will be returned after the date of the rejection.

2-1.4 Execution of Contract: The contract shall be signed by the successful Bidder and returned together with the contract bonds, within ten (10) calendar days after the Notice of Award of Contract has been mailed, unless otherwise specified by the Agency.

2-5.2 Precedence of Contract Documents: Section 2-5.2 is hereby amended as follows: Should there be a conflict between the Plans and the Specifications, the plans shall control over the specifications.

2-5.3 Shop Drawings and Submittals: Section 2-5.3 hereby is **amended** by the addition of a new § 2-5.3.4:

2-5.3.4 Shop Drawing Corrections/Notations:

If one print of the drawing is returned to the Contractor **marked “NO EXCEPTIONS TAKEN”** or **“MAKE CORRECTIONS NOTED”**, formal revision and re-submittal of said drawing will not be required.

If one print of the drawing is returned to the Contractor **marked “AMEND RESUBMIT”** or **“REJECTED RESUBMIT”**, the Contractor shall revise said drawing and shall resubmit three (3) copies of said revised drawing to the Agency.

Fabrication of an item shall not be commenced before the Agency has a reviewed the pertinent shop drawings and returned copies to the Contractor marked either **“NO EXCEPTIONS TAKEN”**, **“MAKE CORRECTIONS NOTED”**, or **“AMEND RESUBMIT.”** Revisions indicated on shop drawings shall be considered as changes necessary to meet the

requirements of the Contract Drawings and Specifications and shall not be taken as the basis for claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor's having to make the required revisions to shop drawings (unless a review by the Owner of said drawings is delay beyond a reasonable period of time and unless the Contractor can establish that the Agency's delay in review actually resulted in a delay in the Contractor's Construction Schedule). The review of said drawings by the Agency will be limited to checking for general agreement with the Specifications and Drawings, and shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Contract Drawings. Fabricating dimensions, quantities of material, applicable code requirements and other contract requirements shall be the Contractors responsibility.

Pipeline – In order to eliminate excessive field joints or closures, as well as undesirable change in vertical and horizontal alignment, bends, thrust restraints, and appurtenances, the Contractor shall conduct his clearing and benching operations far enough in advance to determine the need for any modifications in alignment prior to the preparation or submittal of shop drawings for approval. Shop drawings shall be submitted to the Engineer for the following items:

- a. Valves (all types)
- b. Piping and fittings (all types)
- c. Typical field welding details.
- d. Paint and joint sealer.
- e. Typical detail of connection to existing mains and specs for fittings to be used.

2-9.2 Survey Service: Add the following paragraph at the end of § 2-9.2 of the *Green Book*:

The Contractor shall provide necessary surveying adequate for construction, which will include grade and line stakes for the underground piping and appurtenances.

2.11 Inspection:

Add the following paragraphs at the end of § 2-11 of the *Green Book*:

The Contractor shall give the Engineer notice of the time when the Contractor or any subcontractor will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of a representative or inspector on the work. Any work performed by the Contractor or subcontractor(s) in conflict with said notice shall be removed if so ordered by the Engineer or the representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of the obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity.

SECTION 3
“CHANGES IN WORK”

3-2.1 General: Add the following paragraphs at the end of § 3-2.1 of the *Green Book*:

The Engineer shall approve change Orders that do not exceed the cumulative total of ten percent (10%) of the Contract amount.

Change Orders that exceed the cumulative total of ten percent (10%) of the Contract amount shall be reviewed and approved by the Board in advance of the actual work.

Where changes are necessary due to emergency needs and the cumulative total exceeds ten percent (10%) of the Contract amount, the Change Order shall be approved by the Engineer with subsequent ratification by the Board.

3-5.1 Retention of Imperfect Work: Add to § 3-5 of the *Green Book*:

If any portion of the Work done or materials furnished under the Contract proves defective or not in accordance with specifications and Contract drawings and if the imperfection in the same is not of sufficient magnitude or importance to make the Work dangerous or undesirable, or if the removal of such Work is unpractical or will create conditions which are dangerous or undesirable in the opinion of the Engineer the engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed but shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

SECTION 4 “CONTROL OF MATERIALS”

4-1.2 Protection of Work and Materials: Add the following paragraph at the end of § 4-1.2 of the *Green Book*:

The Contractor shall properly safeguard all equipment, materials, and work against loss, damage, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the Agency. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

4-1.3.2 Inspection of Materials not locally produced: Add the following paragraph at the end of § 4-1.3.2 of the *Green Book*:

The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer, or his duly authorized representative, shall have free entry at all times to such parts of the plants as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-1.4 Test of Materials: Add the following paragraph at the end of § 4-1.4 of the *Green Book*:

The Company at its option may require testing and/or certification of soils and materials for this project. Any re-testing of soils or materials required by the engineer due to failure of the original test shall be at the Contractor's expense. All expenses incurred for obtaining samples and preparing and restoring field test sites, shall be the responsibility of the Contractor. Full compensation for conforming to the above requirements will be considered as included in the prices bid for various Contract items of Work and no additional compensation will be allowed therefor.

Testing of materials shall be provided by the Agency to insure compliance with Contract Specifications. The Contractor shall notify the Agency in writing two (2) working days in advance for any testing required maintaining progress without delays. Delays caused by the Contractor's failure to provide sufficient notice shall be the responsibility of the Contractor.

4-1.9 Title to Materials Found on the Work: A new § 4-1.9 is added to the *Green Book* as follows:

The Agency reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the work. Unless otherwise specified in the Special Provisions, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the work, without charge, any such materials, which meet the requirements of the Specifications and Drawings.

**SECTION 5
“UTILITIES”**

[No Changes]

SECTION 6
“PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK”

6-7.2 Working Day

Add the following paragraphs at the end of § 6-7.2.1 of the *Green Book*:

CONSTRUCTION SCHEDULE:

The Contractor shall furnish a work schedule for the project to the Company and the Engineer as indicated in the Notice of Award. It shall indicate the estimated dates of completion of the various construction phases, from fabrication to field installation and connection to the existing systems.

The Owner reserves the right to alter this schedule in order to activate part of the project or coordinate its completion with other simultaneous construction projects.

The Contractor shall give the Engineer notice of the time when he or his subcontractors will start the various units or operations of the work. Notice shall be given at least forty-eight (48) hours in advance of starting or resumption time exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the Engineer to make the necessary assignment of his representative or inspector on the work. Any work performed by the Contractor or his subcontractors in conflict with said notice shall be removed if so ordered by the Engineer or his representative or inspector on the work.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work or unsuitable materials may have been previously overlooked by the Engineer and accepted or estimated for payment.

Any project undertaken by the Agency in cooperation with, or under the control or supervision of, another public or quasi-public entity shall be subject, at all times, to inspection by the participating entity.

The first working day of the Contract shall be as indicated in the Contract and the Special Provisions and as follows:

Normal Day: Commencement of performance shall be fifteen (15) calendar days after date of written Notice to Proceed.

Urgent: No more than two (2) hours after receipt by Contractor of telephone notice to proceed from the City Engineer.

Emergency: No more than one-half (1/2) hour after receipt by Contractor of telephone notice to proceed from the City Engineer.

WORKDAY:

Normal: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m. Monday through Thursday and 7:00 a.m. to 4:00 p.m. on Fridays, excluding the following recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the Company.

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day (and day after)
Christmas Day

In the event work is allowed by the Company outside of normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$60.00 per hour, including travel time where applicable, with a minimum hourly charge for four (4) hours. Payment for inspection overtime will be deducted from the Contractor's payment.

The above charge may also be levied if inspection services are deemed necessary by the Company as a matter of public safety or to otherwise insure the quality of the work.

Urgent: The Contractor's working hours shall be from 5:00 a.m. to 10:00 p.m., Monday through Saturday, excluding recognized holidays.

Emergency: The Contractor's working hours shall be any time, any day without exception.

If work is done at night, the Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

6-7.3 Contract Time Accounting

Section 6-7.3 of the *Green Book* is **amended** by changing the term "working days" to calendar days."

6-8 Completion and Acceptance. Add the following paragraph at the end of **§ 6-8** of the *Green Book*:

The Contractor shall provide a surety bond, prior to final pay release. The bond shall be in an approved form and executed by a surety company or companies satisfactory to the Agency, in the amount of ten percent (10%) of the contract price, or one thousand dollars (\$1,000.00), whichever is greater. Said bond shall remain in force for the duration of the guarantee period.

SECTION 7 “RESPONSIBILITIES OF THE CONTRACTOR”

7.0 All references in § 7 to the Division of Industrial Safety shall mean the State Division of Occupational Safety and Health, or its successor agency or agencies.

Section 7-2.2 of the *Green Book* hereby is **amended** to read:

7-2.2 Laws to be Observed: The Contractor shall keep fully informed of all State and National laws and all municipal ordinances and regulations of the Agency which in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all of the Contractor's agents, employees and subcontractors to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Agency, the Board and the Engineer, and all of its and their elected and appointed officials, officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer.

7-2.2.6 Contractor's Responsibility for Work: Until the formal acceptance of the work, the Contractor shall have the charge and care thereof, except as provided in § 7-2.2, and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before final acceptance and shall bear the expense thereof, except such injuries or damages as occasioned by Acts of War.

In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

7-2.2.7 Correction of Errors, Recovery for Errors, Dishonesty or Collusion: The Agency reserves the right to correct any error that may have been made in any estimate that has been paid. The Agency also reserves the right to claim and recover, by process of law, any sums sufficient to correct any error or make good any deficiency in the work resulting from such error or from dishonesty or collusion between any of the parties or individuals having dealings pursuant to the construction of the work, regardless of when such error, dishonesty or collusion shall be discovered.

7-2.2.8 Rights in Materials and Salvage: Ownership of material incorporated in the work is vested in the name of the Agency. Any material delivered and paid for in part by the Agency or any material furnished by the Agency to be incorporated in the work, is or becomes the property of the Agency. Any salvageable materials or installations existing at the site of the work (such as valve boxes and other steel, cast iron or metallic materials) that are the property of the Agency, if they are to be removed, shall be delivered F.O.B. (Free on Board) to the storage yard designated by the Agency. The salvageable materials shall be cleaned of clinging concrete and debris and delivered to the storage yard in the same condition as it existed prior to removal, unless the Engineer instructs the Contractor otherwise.

7-2.2.9 Warranty of Title: No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title, to all materials, supplied and equipment installed and incorporated in the Work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the company free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility Company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Company. The provisions of this article shall be inserted in all subcontractors and material Contracts and notices of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into regarding such materials.

Section 7-3 of the *Green Book* hereby is **deleted**, in its entirety. **Insurance requirements are set forth in the contract.**

7-10.1 Traffic and Access. Add to this section.

All temporary travel lanes shall be minimum of ten (10) feet in width unless otherwise authorized by the engineer. In addition, lane clearance shall be minimum of five (5) feet from an open excavation with Type II barricades spaced every twenty-five (25) feet, and two (2) feet from a curb or other vertical obstruction.

The Contractor shall provide access for refuse collection on the regularly scheduled days.

When traffic is diverted from the existing pavement, suitable surfacing shall be provided and shall be approved by the Engineer.

The Contractor shall provide personnel who will be responsible for the maintenance of all traffic control devices and will be available on a 24-hour basis. The names and telephone numbers of these personnel shall be submitted to the Company and engineer prior to start of any construction. The Job site shall be inspected daily during weekends and holidays, and any adjustments, corrections or repairs that are determined to be necessary for the proper operation of the traffic control system shall be made immediately.

7-10.1.2 Pavement Striping / Marking: A new § 7-10.1.2 is added to the *Green Book* as follows:

Temporary striping shall be immediately provided any time the existing striping is removed or the effectiveness is reduced. Temporary striping shall also be provided immediately after paving operations are complete and prior to the opening of the roadway or lanes just paved.

Re-striping will be required under the following conditions:

1. When traffic is to be diverted to the left of an existing double yellow centerline for two (2) or more consecutive nights.

2. When the work area is adjacent to an intersection and results in a transition within the intersection.
3. When the traffic lane is continuously obstructed for more than one week on any street that has two or more lanes in a single direction.
4. In other unusual situation where traffic and physical conditions, such as speed or restricted visibility, require special treatment.

The Contractor shall notify the Engineer if re-striping is required. The Engineer shall determine the extent of striping removal and re-striping. When temporary pavement striping or markers are provided, the existing striping or markers must be removed or covered by the Contractor. The Contractor will do the installation of temporary striping or pavement markers.

7-10.1.3 Pedestrian Traffic: A new § 7-10.1.3 is added to the *Green Book* as follows:

When the work area encroaches upon a sidewalk, walkway or crosswalk area, the Contractor shall give special consideration to separating the pedestrian from the work area. The passageway for pedestrians shall be at least four (4) feet in width, free of obstructions in the walkway shall be illuminated during hours of darkness. Minimum vertical clearance to any obstruction within the walkway shall be seven (7) feet.

Where walks are closed by construction, an alternate walkway shall be provided, preferably within the parkway. Where it is necessary to divert pedestrians into the parking lane of a street barricading or delineation shall be provided to separate the pedestrian walkway from the adjacent traffic lane. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic.

At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.

7-10.3 Street Closures, Detours, and Barricades: § 7-10.3 of the *Green Book* is **amended** to read:

The Contractor shall not close **any** street within the City or county without first obtaining the approval of the City or County Traffic Engineer. Barricading, traffic control and detour diagrams shall be submitted by the Contractor as required by the engineer. The Contractor's attention is directed to the traffic control requirements of the Special Provisions.

SIGNS

All signs and barricades shall be provided, installed, maintained and removed by the Contractor. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer, shall not relieve the Contractor from responsibility for public safety or abrogate the Contractor's obligation to furnish and pay for any such devices.

Signs may not be attached to utility poles, public agency signposts or trees.

The Engineer must approve the use of "Regulatory" signs. Existing "Regulatory" and/or "Warning" signs within or adjacent to the work area must be maintained by the Contractor. The Contractor shall replace any signs, which are damaged or found to be missing during the course of construction. If existing signs are not appropriate for traffic conditions in the Work area, the Engineer shall be notified to determine if the signs shall be covered, replaced or relocated.

Whenever the Contractor's operations require that parking be restricted, the Contractor shall notify the Engineer, and install temporary "No Parking" signs 48-hours in advance of the restriction. Once the signs are installed the Contractor shall notify the Engineer.

All signs shall be free of any contaminants that reduce the visibility or reflectivity, shall be placed so as to be clearly visible to on-coming traffic and shall resist displacement. The center of signs shall be at least four and one-half (4-1/2) feet above the roadway. Vertical clearance for signs shall be located on the right hand side of traffic lanes. On divided highways, supplemental advance warning signs shall be placed on the divider.

Signs to be used during darkness shall be reflectorized or illuminated.

All signing shall be removed or covered when Work is not in progress or the lane/street closure is not in effect.

The Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits, which affect the flow of traffic, as directed by the Engineer. The Contractor at his expense as directed by the Engineer shall replace any signs, which are damaged or found to be missing during the course of construction. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Contractor. Traffic control signs include stop signs, speed limit, parking restrictions and other regulatory signs.

BARRICADES

Barricades shall not be placed in a moving lane of traffic without advance warning, such as a high level warning device and appropriate delineation. A **single** barricade **shall not** be placed alone in the traveled way.

When barricades are used to close a street they should be placed so there is no gap large enough for a vehicle to pass, except where necessary to provide access for local traffic or emergency vehicles.

Type II barricades mounted with flashers shall be installed around work areas in parkways.

Markings on barricade rails shall be alternate orange and white stripes sloping downwardly toward the travel lane at an angle of forty-five (45) degrees. The entire area of white and orange shall be reflectorized.

The predominant color for other barricade components shall be white. Company identification shall not be imprinted on the reflectorized face of any rail.

DELINEATORS

Where traffic is diverted to the left of an existing double yellow centerline, into a painted median, or into a left turn lane, delineators shall be utilized beyond the work area to return traffic to normal lanes.

During paving operations, delineators are to be spaced no more than twenty-five (25) feet apart. At all access points such as intersecting streets, alleys and driveways, barricades and/or delineators shall be provided at five (5) feet intervals to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shall be provided to prevent traffic from crossing new pavement.

Delineators shall be of a material that will withstand impact without appreciable damage to the device, the striking vehicles or passing traffic.

HIGH LEVEL WARNING DEVICES

High-level warning devices shall be at least nine (9) feet high with legs, base or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High level warning devices shall be equipped with a yoke at the top to accommodate at least three (3) flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep the flags extended. Torn or dirty flags shall be immediately replaced.

High level warning devices shall be used at locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.

FLASHERS

Flashers shall be used only to outline the work area or to provide advance warning. Flashers shall not be used to channelize traffic, to separate opposing traffic, or to delineate the path that traffic is to follow. Flashing yellow lights used for advance warning must be clearly distinguishable from the primary delineation and shall be seen above the normal reflectorized units.

FLASHING ARROW SIGNS

Flashing arrow signs are sign panels with a matrix of electric lights, capable of sequential arrow displays. Flashing arrow signs are required on all lane closures where the street has two (2) or more travel lanes in each direction.

FLAGGER CONTROL

Flagmen and guards, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment by the Contractor in accordance with the current "Instructions to Flagmen," contained in the State of California, Department of Transportation, Traffic Manual. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's own expense. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways."

Flaggers are required:

1. Where workers or equipment intermittently block a traffic lane.
2. Where two (2) directions of traffic will be using one (1) lane, one (1) flagger is required for each direction of traffic.
3. Where the absence of a flagger would create an undesirable situation for the public and/or workers.

Flaggers should be alert, intelligent, neat in appearance, having good hearing and eyesight, and be capable of commanding the traveling public. They should be stationed

far enough from the Work to slow down or stop vehicles before they enter the Work area.

A symbol sign of a flagger shall be placed as far ahead of the flagger as practicable.

All flaggers shall be provided with an orange jacket (or vest for daytime use and a reflectorized belt and suspender harness for use at night. During daylight hours, flaggers shall be equipped with a sign paddle. At night, flaggers shall use a red light.

If attention is directed to the existence of a hazard, and the Contractor fails to provide such devices, said devices will be placed, or cause to be placed, by the Agency. The Contractor shall pay a "Call-Out Fee" of \$300.00 per incident and shall pay the cost to the Company for providing and /or placing such devices in accordance with the following schedule. Said costs shall be deducted from the total Contract Price for the work.

1. Barricade - \$20.00 per barricade (first day), \$10.00 (per day thereafter)
2. Barricade flashing light - \$2.00 each (per day)
3. Delineator - \$5.00 each (per day)

Should the control devices not be returned, or be returned in a damaged condition, there will be additional charges as follows:

- | | |
|-----------------------------|---------------|
| 1. Barricade | \$ 75.00 each |
| 2. Barricade flashing light | \$ 35.00 each |
| 3. Delineator | \$ 35.00 each |

In the event that the services of the Company are required between the hours of 5:00 P.M. and 7:00 A.M., during the normal week, or at any time on the weekend or a company holiday, there will be an additional charge of \$100.00 for each service trip required.

EMERGENCY PROVISIONS

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage of life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process or construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private personnel or property interest, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Company may provide suitable protection to said interest by causing such work to be done and material to be furnished, as in the opinion of the Company, may seem reasonable and necessary. Said protection will be provided by the Company at a cost to the Contractor of \$300.00 per occurrence or the cost of the time and materials, whichever is greater.

The Contractor shall maintain a telephone where he or his responsible agent may be reached at all hours during the day or night for emergencies. The number ***shall*** be given to the Engineer, Inspector and local police and fire departments.

7-15 Notice and Service Thereof: Add § 7-15 to the *Green Book*:

Any notice required or given by one party to the other under the Contract shall be in writing

and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Company by personal delivery thereof to the Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

General Manager
San Antonio Water Company
139 North Euclid Avenue
Upland, California 91786

Notice shall be given to the Contractor, by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the Work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, postage prepaid and registered.

SECTION 8
“FACILITIES FOR AGENCY PERSONNEL”

[No Changes]

SECTION 9
“MEASUREMENT AND PAYMENT”

9-3.1 General: Add to this section of the *Green Book* as follows:

Retention funds will be released pursuant to the Public Contract Code Section 7107 except as may be provided for in Civil Code Section 3179 ET. Seq.

9-3.2 Partial and Final Payment: Amend this section of the *Green Book* as follows:

The Contractor, at the pre-construction meeting, shall provide a breakdown of Lump Sum prices by preparing a Schedule of Values, with estimates of completed work on each of the various elements of work on which to base applications for partial payments. The breakdown shall be a true representation of the price for the work covered by the Specifications and Drawings and shall be subject to acceptance by the Engineer. An unbalanced breakdown will not be acceptable. The values assigned to the price breakdown will be used only as a basis for partial payments and not as a basis for additions to or deletions from the Contract Price.

On the 5th day of each month the Contractor shall submit, to the Engineer, a written progress estimate of the work completed. The Engineer will review the estimate and approve it or notify the Contractor of any exceptions. No such progress estimate will be required and no payment will be made when the total number of working days is twenty-five (25) or less or when the value of the work totals less than \$500.00.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the owner to insure performance under the Contract. Such security shall be deposited with the owner or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in government Code Section 16430 or bank or savings and loan certificates of deposit.

WORK PERFORMED WITHOUT DIRECT PAYMENT

Whenever the Contractor is required to perform work or furnish equipment, labor, tools and materials of any class for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be made therefor.